

MEMORANDUM

Agenda Item No. 11(A)(16)

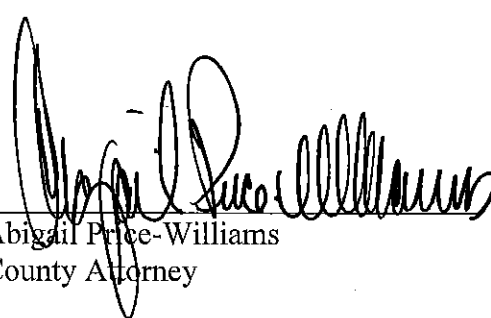
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving terms of and authorizing the execution by the County Mayor of a Lease Agreement between the County and Urban Health and Wellness Group, Inc., a Florida not-for-profit corporation, for certain County-owned property located at 14701 NW 27 Avenue, Opa-Locka, Florida for premises to be utilized by Urban Health and Wellness Group, Inc., for the purposes of a health and wellness center for an initial term of 30 years with two 10-year renewal option periods and for a rental amount of \$1.00 per year for five years and then ranging from \$185,692.15 per year to \$298,674.17 per year for years six through 30 in accordance with Florida Statute 125.38; waiving Administrative Order 8-4 as it relates to review by the Planning Advisory Board

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(16)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(16)
7-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN THE COUNTY AND URBAN HEALTH AND WELLNESS GROUP, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR CERTAIN COUNTY-OWNED PROPERTY LOCATED AT 14701 NW 27 AVENUE, OPA-LOCKA, FLORIDA FOR PREMISES TO BE UTILIZED BY URBAN HEALTH AND WELLNESS GROUP, INC., FOR THE PURPOSES OF A HEALTH AND WELLNESS CENTER FOR AN INITIAL TERM OF 30 YEARS WITH TWO 10-YEAR RENEWAL OPTION PERIODS AND FOR A RENTAL AMOUNT OF \$1.00 PER YEAR FOR FIVE YEARS AND THEN RANGING FROM \$185,692.15 PER YEAR TO \$298,674.17 PER YEAR FOR YEARS SIX THROUGH 30 IN ACCORDANCE WITH FLORIDA STATUTE 125.38; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL NECESSARY STEPS TO EFFECTUATE THE FOREGOING, TO EXERCISE ALL RIGHTS SET FORTH THEREIN, AND TO PROVIDE AN EXECUTED COPY OF THE LEASE TO THE PROPERTY APPRAISER'S OFFICE

WHEREAS, Urban Health and Wellness Group, Inc. ("Urban Health") is a Florida not-for-profit corporation organized for the purpose of providing health care clinics, facilities and services to underserved Miami-Dade County residents; and

WHEREAS, Urban Health desires to use certain County-owned property located at 14701 NW 27 Avenue, Opa-Locka, Florida under Folio Nos. 08-2122-026-0010; 08-2122-025-0580; and 08-2122-025-0590 (the "Property") solely for use as a health and wellness center and activities related to the maintenance of health and prevention of disease for the residents of the City of Opa-Locka and the County in accordance with Urban Health's mission, and has applied to the County for the use of same; and

WHEREAS, additionally, a health and wellness center in the City of Opa-Locka will provide much improved access to health care services and providers; and

WHEREAS, this Board finds that pursuant to Section 125.38 of the Florida Statutes, such use of the Property would promote community interest and welfare, that Urban Health requires the County-owned property for such use, and the Property is not otherwise needed for County purposes; and

WHEREAS, in accordance with the disclosure requirements set forth in Resolution No. R-333-15, the estimated market lease value of the Property ranges from \$240,000.00 to \$320,000.00 in potential revenue per year; and

WHEREAS, this Board desires to lease the Property to the Urban Health for a 30-year term with two 10-year renewal option periods at the rents set forth herein and in the attached Lease Agreement (the "Lease"); and

WHEREAS, commencing with the issuance of the Certificate of Occupancy, Urban Health shall pay \$1.00 annually for the first through the fifth years of the Lease; and

WHEREAS, for the sixth through 30th years of the Lease, Urban Health shall pay annual rent in the following amounts: sixth year, \$185,692.15; seventh year, \$189,405.99; eighth year, \$193,194.11; ninth year, \$197,057.99; 10th year, \$200,999.15; 11th year, \$205,019.14; 12th year, \$209,115.52; 13th year, \$213,301.91; 14th year, \$217,567.95; 15th year, \$226,357.69; 16th year, \$226,357.69; 17th year, \$230,884.85; 18th year, \$285,502.54; 19th year \$240,212.59; 20th year, \$245,016.85; 21st year, \$249,917.18; 22nd year, \$254,915.53; 23rd year, \$260,013.84; 24th year, \$265,214.11; 25th year, \$270,214.11; 26th year, \$275,928.76; 27th year, \$281,447.34; 28th year, \$287,076.29; 29th year, \$292,817.81; 30th year, \$298,674.17; and

WHEREAS, this Board finds that a substantial hardship would exist in requiring Urban Health to pay market rent for the Property after taking into consideration that doing so would be an added burden to Urban Health which will be making significant capital investments to the unutilized or underutilized Property and significant improvements to the surrounding infrastructure; and

WHEREAS, the Property would be leased to Urban Health pursuant to the Lease in substantially the form attached hereto and incorporated herein,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board finds that the Property to be utilized by Urban Health for a health and wellness center would promote community interest and welfare, that Urban Health requires the County-owned property for such use, and the Property is not otherwise needed for County purposes.

Section 3. This Board hereby approves the terms of the Lease between Miami-Dade County and Urban Health in substantially the form attached hereto, for a 30-year term and two 10-year renewal option periods and for the annual rental amounts set forth in this resolution and in the Lease, pursuant to Section 125.38 of the Florida Statutes.

Section 4. This Board authorizes the waiver of Administrative Order 8-4 as it relates to review by the Planning Advisory Board, authorizes the County Mayor or County Mayor's designee to execute the Lease in substantially the form attached hereto as "Exhibit A" for and on behalf of Miami-Dade County and authorizes the County Mayor or County Mayor's designee to take all actions necessary to effectuate the Lease, and to exercise any and all other rights conferred therein.

Section 5. This Board directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of the Lease and to provide a copy of the Lease to the Miami-Dade County Property Appraiser's office.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MBN for

Eugene Shy, Jr.

LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2016 ("Lease Agreement"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY," or "LANDLORD" and Urban Health and Wellness Group, Inc., ("UHWG") a Florida Not-For-Profit Corporation, hereinafter referred to as the "TENANT,"

WITNESSETH:

That COUNTY, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and TENANT hereby agrees to use from COUNTY the "Leased Premises" described as follows:

Approximately 164,822 square feet of land and building located at 14701 NW 27 Avenue, Opa-Locka, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of thirty (30) years ("Term"), commencing on the effective date of the resolution of the Board of County Commissioners (the "Effective Date") and terminating thirty (30) years thereafter, for a total rental fee per year of One Dollar and 00/100 (\$1.00) payable to the Internal Services Department, 111 NW 1st Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as the COUNTY may from time to time designate in writing. Provided, however, that this Lease Agreement shall terminate no later than Five (5) years from the Effective Date if the Leased Premises are not being used as provided in Article I herein.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

1. USE OF LEASED PREMISES

The area of the Leased Premises shall be used by TENANT solely for the purpose of a health and wellness center and related activities for maintaining the health and preventing diseases for the residents of the City of Opa-Locka, the County in general, and the general public.

2. CONDITION OF LEASED PREMISES

TENANT hereby accepts the Leased Premises in its "AS-IS" "WHERE-IS" condition, as of the date of the beginning of this Lease Agreement. County agrees to provide any and all condition reports that it has in its possession relating to the building, including, but not limited to, 40-Year Recertifications, environmental reports, structural reports, and equipment maintenance logs. Failure to provide any of the foregoing condition reports shall not be an Event of Default.

Additionally, the Tenant must make all the necessary repairs and improvements necessary ("Project") so that the Leased Premises can be used for the purposes described in Article 1 above.

2. (A) Tenant's Right to Terminate. If within three (3) months from the Effective Date the Tenant determines that Tenant is not able to develop the Project substantially as contemplated in Article 1 and as illustrated in the Development Concept, then, in addition to any other rights Tenant has hereunder, Tenant shall have the right to terminate this Lease by giving written notice to Landlord at any time within such three months from the Effective Date. In such event, this Lease shall terminate fifteen (15) days following the Landlord's receipt of such notice of termination and any and all construction materials located on the Demised Property and not incorporated therein, may be retained by Tenant.

3. RENT

3.1 Annual Rent. Tenant covenants and agrees to pay to Landlord the Annual Rent (as defined below) for the Term, or any portion thereof, commencing upon the issuance of a Certificate of Occupancy. The Annual Rent for each lease year shall be payable in monthly installments in advance on the first day of every month to Miami-Dade County, 111 NW 1st Street, c/o Internal Services Department, Real Estate Development Division, Suite 2400, Miami, FL 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

3.2 Rental Amount Years 1 - 5. Commencing with the issuance of the Certificate of Occupancy, Tenant shall pay annually for the first through the fifth lease years, one (\$1.00) dollar. Thereafter, Tenant shall pay Annual Rent in the following amounts:

6th lease year, \$185,692.15; 7th lease year, \$189,405.99; 8th lease year, \$193,194.11; 9th lease year, \$197,057.99; 10th lease year, \$200,999.15; 11th lease year, \$205,019.14; 12th lease year, \$209,115.52;

13th lease year, \$213,301.91; 14th lease year, \$217,567.95; 15th lease year, \$226,357.69; 16th lease year, \$226,357.69; 17th lease year, \$230,884.85; 18th lease year, \$285,502.54; 19th lease year, \$240,212.59; 20th lease year, \$245,016.85; 21st lease year, \$249,917.18; 22nd lease year, \$254,915.53; 23rd lease year, \$260,013.84; 24th lease year, \$265,214.11; 25th lease year, \$270,214.11; 26th lease year, \$275,928.76; 27th lease year, \$281,447.34; 28th lease year, \$287,076.29; 29th lease year, \$292,817.81; 30th lease year, \$298,674.17.

3.3 Rental Amounts for Years 31 – 40 and Years 41 –50 (The Option Periods). Should Tenant exercise one or more of its options to extend the Lease (see Article 18, Option to Renew) beyond the thirtieth year, then Tenant shall likewise pay as Annual Rent in the first year of each subsequent ten year period (i.e. year 31 and year 41, the then Market Value of the Leased Premises, based on its then present use as established by an the County's Property Appraiser, times six percent (6.0%). Then, commencing with the second lease year of each subsequent ten year period commencing after the thirtieth year (i.e. year 31 and year 41), and for each additional year thereafter until rent resets to the then Market Value of the land as determined by the County's Property Appraiser, rent will be adjusted upward by the annual National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indices or data of similar type; such increase shall not exceed three percent (3.0%) in any one year.

4. UTILITIES

The TENANT, during the term hereof, shall pay all charges for utilities used by the TENANT at the Leased Premises and shall provide janitorial and custodial services as well as auxiliary services such as security services,

5. MAINTENANCE

The TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the Leased Premises..

TENANT shall be responsible for and shall repair any damage caused to the Leased Premises as

a result of TENANT or TENANT's agents, employees, invitees, or visitors use of the Leased Premises, ordinary wear and tear excepted. COUNTY shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

Further, throughout the Term of this Lease Agreement, the TENANT shall also be solely responsible for any and all repair, maintenance, and improvement to the Leased Premises, including, but not limited to, complying with the Americans with Disabilities Act (and/or any other law, rule, or regulation), as well as any 40-Year Recertification requirement that might be imposed, or otherwise required, at any time during the Term of this Lease Agreement, as well as addressing any and all groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality issues.

6. PAYMENT OF TAXES, AND ASSESSMENTS

6.1 Tenant's Obligations for Impositions. Tenant shall pay or cause to be paid all Impositions, before any fine, penalty or interest may be added thereto, including, but not limited to, any real estate tax, sales tax, *ad valorem* tax or similar Impositions which at any time during the Term of this Lease Agreement are due and owing or have been, or which may become, a lien on the Leased Premises or the Improvements or any part thereof; provided, however, that:

If any Imposition (for which Tenant is liable hereunder) may by law be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), at the option of Tenant, Tenant may pay the same in installments, including any accrued interest on the unpaid balance of such Imposition, provided that Tenant shall pay those installments in full prior to the expiration of this Lease Agreement which are to become due and payable after the expiration of the Term of this Lease Agreement, but which relate to a fiscal period fully included in the Term of this Lease; and

If any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease Agreement and a part of which is included in a period of time after the expiration or termination of the Term, shall be adjusted between Landlord and Tenant as of the expiration or termination of the Term so that Tenant shall pay only that portion of such

Imposition that is applicable to the period of time prior to expiration or termination of the Term, and Landlord shall pay the remainder thereof if it is otherwise obligated to do so.

If any Imposition relates to the period of time prior to the Effective Date or after the expiration or earlier termination of the Term, it shall be the sole responsibility and obligation of Landlord.

6.2 Contesting Impositions.

Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition (provided such payment is required by applicable law), unless such payment or payment thereof under protest would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Article 6.1 herein, Tenant may postpone or defer payment of such Imposition if:

Neither the Leased Premises, the Improvements nor any part thereof would by reason of such postponement or deferment be in imminent danger of being forfeited or lost; and

Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof, if any, as finally determined in such proceedings, together with any required costs, fees, including attorneys' fees, interest, penalties and any other liability in connection therewith that are imposed upon Tenant in accordance with applicable Laws and Ordinances.

7. SURRENDER

7.1 Surrender of Demised Property. On the last day of the Term, or upon any earlier termination of this Lease Agreement, Tenant shall surrender and deliver up the Leased Premises to the possession and use of Landlord without delay and, subject to the provisions of Article 14 herein, with the non-moveable Improvements in their then "as is" condition and subject to reasonable wear and tear, Acts of God, and casualties, at no cost or expense to the Landlord. Tenant shall take reasonable steps to

ensure the safety, security and integrity of the Leased Premises and Improvements, and shall be obligated to reasonably cooperate with Landlord in the transition of the surrender of same.

7.2 Removal of Personal Property. Where furnished by or at the expense of Tenant or secured by a lien held by either the owner or a Lender financing same (or otherwise owned by Tenant or any permitted subtenant), signs, furniture, furnishings, movable trade fixtures, business equipment and alterations and/or other similar items may be removed by Tenant, or, if approved by Tenant, any lienholder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage any portion of the Leased Premises or necessitate changes in or repairs to the Leased Premises, Tenant shall, prior to the expiration or termination date, repair or restore (or cause to be repaired or restored) the Leased Premises to a condition substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade fixtures and business equipment, or pay or cause to be paid to Landlord, prior to the expiration or termination date, the reasonable cost of repairing any damage arising from such removal.

7.3 Rights to Personal Property after Termination or Surrender. Any personal property of Tenant which shall remain in the Leased Premises after three (3) months following the termination or expiration of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, said personal property may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

8. DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Leased Premises are rendered unusable or unfit for the purposes of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days prior written notice to the other. If the Leased Premises are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Leased Premises unusable for the purposes intended

under Article 1 hereof, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Leased Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Leased Premises so that they equal the condition of the Leased Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse COUNTY all expenses incurred by COUNTY in restoring the Leased Premises to their originally leased condition. The election of remedies shall be at the sole discretion of COUNTY.

9. MORTGAGES, TRANSFERS, SUBLEASES, TRANSFER OF TENANT'S INTEREST

9.1 Right to Transfer Leasehold. During the Term of this Lease, Tenant, subject to the terms of this Lease Agreement shall be permitted from time to time, to assign or otherwise transfer all or any portion of its rights under this Lease Agreement to its Affiliates, subject to the following:

- (a) No material breach exists, which may result in termination under Article 23, at the time of such assignment or transfer;
- (b) Tenant must obtain the prior, written consent of Landlord, through the Board of County Commissioners, both as to the proposed transfer and the proposed transferee.

9.2 Right to Mortgage Leasehold. Tenant shall be permitted to encumber its interest in the Lease Agreement (such encumbrance being defined as a "Leasehold Mortgage") in order to finance the construction of the Project and to refinance any Leasehold Mortgage, subject to the following terms and conditions. The parties will enter into such customary documentation as may reasonably be required in connection with such leasehold financing to memorialize (i) that the Leasehold Mortgage is subordinate and inferior to the County's ownership of the Leased Premises, (ii) that the leasehold lender will attorn to the County in the event of any default by Tenant under the Leasehold Mortgage, (iii) that Landlord will provide the leasehold lender with reasonable notice of any default by Tenant hereunder, and reasonable opportunity to cure same (such notice and opportunity not to exceed that provided to Tenant hereunder), and (iv) so long as the leasehold lender does timely cure any breach or default of Tenant hereunder and so long as leasehold lender thereafter otherwise complies with Tenant's

obligations under this Lease Agreement, (including, but not limited to, those contained in Article 1), following leasehold lender's foreclosure of the Leasehold Mortgage (or taking of possession pursuant to it prior to foreclosure), Landlord will recognize leasehold lender as Tenant and will not disturb leasehold lender's possession of the Leased Premises. This Article shall survive the expiration and/or early termination of this Lease Agreement. All proceeds of the Leasehold Mortgage (and any refinancing thereof) must be used solely to undertake capital improvements on the Leased Premises..

9.3 Notice to Landlord of Mortgage. A notice of each Leasehold Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent. Landlord shall be furnished a copy of each such recorded Mortgage within fifteen days after recording of such Mortgage.

9.4 Continued Use. Cumulative to all other obligations to the County, the Leased Premises must continue to be used for all the uses provided for in this Lease Agreement without interruption. If for any reason the Leased Premises ceases to be used as provided for in in this Lease Agreement for more than sixty (60) consecutive days, or more than ninety (90) days in any twelve (12) month period, then this Lease Agreement, at the option of the County, may be terminated by the County immediately upon the County giving written notice to Tenant.

9.5 Rights to Sublease and Non-Disturbance to Sub lessees. Tenant shall have the right to enter into Subleases, provided that: (i) notwithstanding any other provisions of this Lease Agreement, no Sublease shall relieve Tenant of any obligations under the terms of this Lease Agreement, and that Tenant shall be liable for any breach of the Lease Agreement by the Sublessee, unless a release is granted by the Board of County Commissioners; (ii) each Sublease must require that such Sublessee comply with all terms and conditions of the Lease Agreement; and (iii) each Sublease must be for a use compatible with the standards and requirements set forth in the Lease Agreement, including Article 1 herein, and consistent with the intent of this Lease Agreement as stated in the Preamble to this Lease Agreement. Tenant must give written notice to Landlord specifying the name and address of any Sublessee to which all notices required by this Lease Agreement shall be sent, and a copy of the Sublease, which Subleases are subject to approval by the County Mayor or Mayor's designee prior to becoming effective.

9.6 Estoppel Certificates from Landlord. Upon request of Tenant, any Leasehold Mortgagee or any Sublessee, Landlord agrees to give such requesting party an estoppel certificate, reasonably approved by the County, provided that Landlord shall not incur any liability to any Leasehold Mortgagee, Sublessee, or other third party by virtue of providing such certificate, even if later determined to be inaccurate (provided that Landlord has exercised good faith in so providing).

9.7 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Land to the lien of any Leasehold Mortgage financing nor shall Landlord be required to join in such mortgage financing. No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Leased Premises.

10. NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Leased Premises above described shall be at the risk of TENANT or the owner thereof. COUNTY shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of COUNTY, COUNTY's agents or employees, subject to all limitations of Section 768.28, Florida Statutes.

11. SIGNS

Exterior signs will be of the design and form of letter to be first approved by COUNTY, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to Leased Premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

12. COUNTY'S RIGHT OF ENTRY

COUNTY or any of its agents shall have the right to enter said Leased Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or

preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement, provided that the County has first given the Tenant written notice of the violation it wishes to cure and a period of thirty (30) days from said notice to cure said violation.

13. PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, COUNTY agrees that TENANT shall and may peaceably have, hold, and enjoy the Leased Premises above described, without hindrance or molestation by COUNTY.

14. SURRENDER OF LEASED PREMISES

TENANT agrees to surrender to COUNTY, at the end of the term of this Lease Agreement or any extension or earlier termination thereof, said Leased Premises in as good condition as said Leased Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

15. INDEMNIFICATION AND HOLD HARMLESS

TENANT and the COUNTY do hereby agree to indemnify and hold harmless each other to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby TENANT and the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgments by any one person which exceeds the sum of \$200,000 or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the respective negligence of the COUNTY or TENANT.

16. LIABILITY FOR DAMAGE OR INJURY

COUNTY shall not be liable for any damage or injury which may be sustained by any party or person on the Leased Premises other than the damage or injury caused solely by the negligence of

COUNTY, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

17. SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

18. OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for two (2) additional ten-year (10) renewal option periods, by giving COUNTY notice in writing at least One Hundred Twenty (120) days prior to the expiration of the Lease Agreement or any extension thereof, under the same terms and conditions of the initial Lease Agreement.

19. NOTICES

All notices or other communications which may be given pursuant to this Lease Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to TENANT and COUNTY at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To Tenant:

**Urban Health and Wellness Group, Inc.
5931 NW 173rd Drive, Suite 1
Country Club, FL 33015**

To County:

With Copies to:

Director

Internal Services Department

111 NW 1st Street, Suite 2460

Miami, Florida 33128

20. INSURANCE AND INDEMNIFICATION

20.2 Indemnification and Duty to Defend. Tenant shall defend, indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities (the “Landlord Indemnified Parties”) from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of any claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance or non-performance of this Lease Agreement by the Tenant (and Affiliates and Non-Party Affiliates) and/or their employees, agents, servants, partners, principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord Indemnified Parties, where applicable, including any and all appellate proceedings, and shall pay all costs, judgments, and

attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

20.3 Liability for Damage or Injury. Landlord shall not be liable for any damage or injury which may be sustained by any party, person or any personal property located on the Leased Premises other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, and all of which is subject to the conditions and limitations of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver or limitation of the conditions and limitations of such statute.

20.4 Compliant Use and Title Insurance. Tenant represents and warrants that all intended uses, and actual uses, of the Leased Premises shall not be in violation of or contrary to the exceptions, obligations, restrictions, covenants and reservations noted in Article 1, and shall obtain title insurance for the benefit of itself and the County, and naming itself and the County as insureds, in an amount equal to the fair market value of the Leased Premises. It is understood that any claim or proceeding existing which contends otherwise, shall trigger Tenant's obligation of Indemnification and Duty to Defend as specified in Article 20.2.

20.5 Survival. The provisions of this Article 20 shall survive any termination or expiration of this Lease Agreement.

21. PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Lease Agreement TENANT will obtain any and all necessary permits and approvals and that all uses of the Leased Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Leased Premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

22. ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Leased Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to COUNTY.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under Lease Agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE 23 EQUAL OPPORTUNITY, SMALL BUSINESS DEVELOPMENT, AND COMMUNITY BENEFITS

23.1 Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, disability, place of birth, or national origin. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, place of birth or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the County setting forth the provisions of this Equal Opportunity clause.

Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable by virtue of the Lease:

- (a) all applicable provisions of the Civil Rights Act of 1964;
- (b) Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375;
- (c) Executive Order 11625 of October 13, 1971;
- (d) the Age Discrimination Employment Act effective June 12, 1968;
- (e) the rules, regulations and orders of the Secretary of Labor;
- (f) Florida Statute 112.042;
- (g) the applicable Federal regulations binding Tenant or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act pursuant to the requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed;
- (h) Miami-Dade County Code, Section 2-11, regarding Responsible Wages.

23.2 Small Business Enterprise. Tenant shall comply, and shall cause its Contractor, Architect/Design Professionals, and all subcontractors, subconsultants, subtenants and licensees to comply, with the County's Small Business Enterprise ("SBE") Programs including, without limitation, SBE-Construction, SBE-Architectural and Engineering, SBE-Goods, SBE-Services, Responsible Wages and Benefits Program, the Community Workforce Program, and Residents First Training and Employment and First Source Hiring Programs as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-1701 and 2-11.17 of the Code of Miami-Dade County, Fla. (the "Code"). Prior to entering into any design or construction contract for the Project, and in the case of a design or construction management contract, prior to the authorization of any design or construction package, the Tenant shall deliver the proposed contract and design and construction package to the Small Business Division of the Internal Services Department of the County ("SBD") for a determination and recommendation to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD (the "Applicable Measures"). Tenant shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities. Tenant shall incorporate in all design and development contracts the prompt payment provisions contained in the County Code with respect to SBE entities. Tenant agrees to include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. Tenant shall require that its contractor(s) shall, at a minimum, use SBD's hiring clearinghouse – CareerSource to recruit workers to fill needed positions for skilled laborers on the Project and any Project Enhancements. Tenant shall comply with the SBE requirements during all phases of construction of the Project, including in accordance with the SBE requirements package attached hereto as Exhibit "A". Should the Tenant fail to comply with any of the SBE requirements,

Tenant shall be obligated to make up such deficit in future phases of construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code. Tenant shall pay all of its employees performing work on the Demised Premises no less than the Living Wage as if all such work was subject to the provisions of Section 2-8.9 of the Code. Should the Tenant fail to comply with any of the provisions set forth in Section 2-8.9 of the Code, Tenant shall be obligated to, and hereby agrees, to have the County impose the compliance, enforcement, and sanctions provisions set forth therein.

25.3. Community Benefits. Tenant acknowledges and agrees that this Project is meant to be an economic catalyst for the Area and for the residents residing within the Area. "Area" is defined to mean the land, improvements, residents, and business located or residing within the geographic boundaries of the District 1. As such, Tenant agrees to:

- (a) Develop a permanent, skilled jobs' training program and curriculum which would train interested applicants in the labor and work that will be necessary to be undertaken for the Project at the Demised Premises once the Project is completed ("Training Program"). The Training Program shall take place at a physical location within the Area. Tenant shall submit the training curriculum and plan on such Training Program to SBD within one-hundred and eighty (180) days of the issuance of a building permit for the Project, for SBD's evaluation, comments and approval of such Training Program, which approval shall not be unreasonable conditioned, withheld or delayed. Tenant shall commence such Training Program within ninety (90) days of SBD's approval of the Training Program, and Tenant shall aspire to provide preference for entrance into such Training Program to persons residing within the Area that desire to participate in same. The Tenant shall use reasonable, good faith efforts to recruit residents of the Area to work in the Project once completed.
- (b) Include language in its construction contract(s), that the construction manager and/or the contractor, as applicable, will aspire to have as many local workers for the Project residing in the Area, and local firms working on the Project whose principal place of business is in the Area, and as reasonably practical, aspire to have at least 65% of the construction workers for the Project be residents of the Area.
- (c) Include language in its construction contract(s) that the construction manager and/or the contractor, as applicable, will aspire to give priority to SBE entities whose principal place of business is in the Area of the Project, with a goal of hiring at least three local sub-contractors that will agree to hire and train residents residing in the Area.
- (d) Not disqualify a potential subcontractor or employee based solely on a prior incarceration.
- (e) Aspire to have a firm(s) hired for A/E services on the Demised Premises be

firm(s) whose principal place of business is within the Area.

- (f) Aspire to have a firm(s) hired for construction services on the Demised Premises be firm(s) whose principal place of business is within the Area.

24. TERMINATION

24.1. Termination by COUNTY. The occurrence of any of the following shall cause this Lease Agreement to be terminated by COUNTY upon the terms and conditions also set forth below:

A. Automatic Termination:

Institution of proceedings in voluntary bankruptcy by the TENANT.

Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

Assignment by TENANT for the benefit of creditors.

Failure of TENANT to maintain its not-for-profit tax status.

B. Termination after ten (10) calendar days from receipt by TENANT of written notice by certified or registered mail sent to TENANT for any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period from date of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

C. Termination after fourteen (14) calendar days from receipt by TENANT of written notice by certified or registered mail sent to the TENANT for the following:

1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the TENANT has brought a frivolous and/or baseless claim or defense.

D. A final determination in a court of law in favor of the COUNTY in litigation instituted by the TENANT against the COUNTY, or brought by the COUNTY against TENANT (termination shall be at the option of the COUNTY).

E. COUNTY, through its County Mayor or Mayor's designee, shall have the right to terminate this Lease Agreement or any portion thereof, at any time, and for any reason whatsoever, by giving the TENANT one hundred eighty (180) calendar days written notice of such termination prior to its effective date. Should the term of this Lease Agreement, at the time the COUNTY elects to provide the TENANT with notice of termination, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining term of this Lease Agreement.

24.2 Termination by TENANT. The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the COUNTY at least thirty (30) calendar days written notice prior to its effective date.

25. GOVERNING LAW

This Lease Agreement, including any exhibits, or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

26. HOLDOVER

If TENANT, with COUNTY'S consent, remains in possession of the Leased Premises after expiration of the term and if COUNTY's and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to two hundred percent (200%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

27. WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

IN WITNESS WHEREOF, COUNTY and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Urban Health and Wellness Group, Inc.

A Florida Not-For-Profit Corporation

ATTEST: _____

BY: Anita L. Petteway, M.D.

Anita L. Petteway, M.D., President

(OFFICIAL SEAL)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS

By: _____

DEPUTY CLERK

By: _____

CARLOS A. GIMENEZ

COUNTY MAYOR

Approved by the Miami-Dade
County Attorney as to form and
legal sufficiency

By: _____

**PUBLIC/PRIVATE FUNDED DESIGN & CONSTRUCTION ON COUNTY OWNED LAND
SMALL BUSINESS ENTERPRISE PROGRAMS, WAGE AND LOCAL HIRING
REQUIREMENTS**

APPLICABLE PROGRAMS

- Design: Small Business Enterprise – Architectural and Engineering (SBE-A&E)
 (formerly known as Community Business Enterprise (CBE) Program)
 Small Business Enterprise – Goods and Services (SBE-G&S) – applicable
 if A&E / Construction contract valued \$2.5M or greater
 (formerly known as Small Business Enterprise (SBE) Program)
- Construction: Small Business Enterprise – Construction (SBE-Construction)
 (formerly known as Community Small Business Enterprise (CSBE) Program)
 Small Business Enterprise – Goods and Services (SBE-G&S) – applicable
 if A&E / Construction contract valued \$2.5M or greater
 (formerly known as Small Business Enterprise (SBE) Program)
 Responsible Wages and Benefits (Wages)
 Community Workforce Program (CWP)
 Residents First Training and Employment Program (Residents 1st)

Small Business Enterprise Programs Requirements:

All projects created for the procurement of Construction and Architectural & Engineering services must be submitted to Miami-Dade County Small Business Development prior to advertisement to review for contracting opportunities for certified small business firms and the application of Small Business Enterprise (SBE) Programs measures accordingly.

Responsibility of the Private Project Manager (Project Manager) – Project Submittal Process

- Submit **ALL** Construction and Architectural & Engineering services project packages to SBD prior to advertisement (*example attachment 1*)
 - Detailed scope of services
 - Complete breakdown of the project cost estimate identifying the sub-contractor or sub-consultants areas
 - List of all special requirements (special licenses, manufacturer's certification, experience, payment/performance bond requirement, etc.)

**PUBLIC/PRIVATE FUNDED DESIGN & CONSTRUCTION ON COUNTY OWNED LAND
SMALL BUSINESS ENTERPRISE PROGRAMS, WAGE AND LOCAL HIRING
REQUIREMENTS**

Responsibility of SBD – Project Review and Analysis Process

- SBD will review all project submittal documents to ensure the packages are complete, identifying all trade areas to properly bid the project. SBD will review all special requirements or conditions to ensure that there are no artificial barriers to limit opportunities for Small Business participation.
 - The project details are reviewed **-scope, estimated project cost, license requirement and any other conditions required** - to determine certified firms possible participations (firms must be ready, willing and able) to perform identified scopes of work.
 - Firms are contacted by phone and emailed the project information submitted by the Project Manager for their review and response accordingly.
 - Only Firms certified in the specific commodities/license required to perform the work will be surveyed. Firms must respond in writing and submit any supporting documents to validate availability
 - SBD will deliver a Project Worksheet listing the required Small Business measure to Project Manager within 3 days for A/E projects and 5 days for construction projects.
 - *(Sample of the project worksheet is attachment 2)*
 - SBD Forms are required to be included in all solicitation or invitation to bid (ITB), when a small business measure is applied on a design project or a construction project. *(Pre-Award compliance forms attachment 3)*

PROJECT ADVERTISEMENT – Small Business Participation Compliance

- The Project Manager is required to notify SBD when the project is publicly advertised and provide a copy of the advertisement.
- The Project Manager must include all program requirements and forms in each solicitation advertisement.
- SBD will participate in all pre-bid meetings to ensure firms are aware of the Small Business Measures and local hiring requirements;
- Once a project is advertised the project is under the Cone of Silence. All questions related to the project must be submitted to the project manager in writing and all responses should be in writing.
- If required a pre-bid or pre-submittal meeting should be scheduled to allow potential bidders or proposers an open forum for questions and answers. SBD staff will attend such meetings to respond to any questions regarding the small business measures and compliance.

**PUBLIC/PRIVATE FUNDED DESIGN & CONSTRUCTION ON COUNTY OWNED LAND
SMALL BUSINESS ENTERPRISE PROGRAMS, WAGE AND LOCAL HIRING
REQUIREMENTS**

PRE-AWARD BID/PROPOSAL COMPLIANCE REVIEW

- SBD will participate in all public bid openings to immediately retrieve SBD Forms submitted by the bidders or proposers. If there is not a public opening SBD forms should be forwarded to Small Business Development once received.
- SBD's pre-award compliance review process will be initiated upon receipt of SBD forms submitted by bidders or proposers.
- SBD will submit within 48 hours of the initiation of the pre-award compliance review a signed memorandum to disclose the firms' compliance status with the bid as it relates the SBE measures applied.
- Projects cannot be awarded until SBD submits a compliance memorandum indicating the bidders or proposers compliance status with the required small business measures.

POST AWARD COMPLIANCE

RESPONSIBILITIES OF PROJECT MANAGER

Invite SBD to attend all Pre-Construction/Pre-Work meetings to advise awarded Prime of small business, wage and/or workforce requirements.

SMALL BUSINESS ENTERPRISE (SBE) PROGRAMS

SBE programs require the Prime to enter into subcontract with SBE for the price and scope reported on the Letters of Agreement (A&E), or Schedules of Intent Affidavit (Construction and G&S), submitted with the proposal/bid. SBEs must maintain certification through the duration of the job, perform a commercially useful function and cannot subcontract work further. SBEs must have a contractual responsibility for the execution of a distinct element of the work of a contract and carry out that responsibility by actually performing, managing and supervising the work involved. Acting as a broker is not considered a commercially useful function.

- Collect and forward to SBD Subcontractor/Supplier List after award, and submit updates as necessary
- Collect Monthly Utilization Reports with each requisition for payment and forward to SBD for review;

**PUBLIC/PRIVATE FUNDED DESIGN & CONSTRUCTION ON COUNTY OWNED LAND
SMALL BUSINESS ENTERPRISE PROGRAMS, WAGE AND LOCAL HIRING
REQUIREMENTS**

- Ensure small businesses meeting goals are promptly paid in accordance with the program requirements - SBE firms meeting goals must be paid by prime within 2 days of receiving payment from the Developer/County;
- Submit requests to deviate from approved small business goals to the Director of SBD for approval prior to deviation;
- Forward complaints regarding small business utilization and/or payment to SBD for investigation
- At project completion, forward Subcontractor Payment Form to SBD

RESPONSIBLE WAGES AND BENEFITS

Responsible Wage requirements apply to contracts valued in excess of \$100,000. All contractors regardless of tier must pay employees the wage rate in the schedule that corresponds with the type of work being performed without regard to skill. The County's wage schedule is updated annually. The wage schedule that applies is the one in effect for the year in which the work is being performed.

- Ensure wage schedule is posted on the job site
- Collect certified payrolls from all contractors at all tiers with every payment requisition and forward to SBD for review. Requisitions that do not include payrolls should be rejected.
- In the case of suspected underpayment to employees, withhold funds due to prime contractor in order to protect any wages due to employees upon receipt of a written stop payment request from SBD
- Forward complaints of underpayment to SBD for investigation

COMMUNITY WORKFORCE PROGRAM

The Community Workforce Program is designed to increase employment opportunities in the area of construction, for residents of underserved residential areas throughout Miami-Dade County. These areas are identified as Designated Target Areas (DTA). The local workforce goal is a requirement that a percentage of the workforce performing construction trades work and labor under the contract be a resident of a DTA.

- Prior to entering into a contract the successful bidder must submit to SBD through the Project Manager a workforce plan outlining how the CWP goal will be met.
- The Project Manager will not enter into the contract until it receives the Contractor's Workforce Plan and it is deemed acceptable by SBD.

**PUBLIC/PRIVATE FUNDED DESIGN & CONSTRUCTION ON COUNTY OWNED LAND
SMALL BUSINESS ENTERPRISE PROGRAMS, WAGE AND LOCAL HIRING
REQUIREMENTS**

RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM

The Residents First Training and Employment Program applies to contracts valued in excess of \$1 million and requires:

- (i) All persons employed by the contractor to perform construction shall have completed the OSHA 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor; and
 - (ii) Contractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents.
- Ensure completed Responsible Contractor Affidavit is submitted with bid.
 - Prior to issuance of Notice to Proceed ensure contractor submits list of subs, Responsible Subcontractor Affidavits, and Construction Workforce Plan. Forward to SBD.
 - Ensure each contractor and subcontractor submits a notarized affidavit with each certified payroll which verifies that every employee reported on the payroll has completed the OSHA 10 Hour Safety Training course. Forward to SBD.
 - Collect Workforce Performance Report within 30 days of completion of work and prior to final payment. Forward to SBD for review.

RESPONSIBILITIES OF SMALL BUSINESS DEVELOPMENT (SBD) POST AWARD

- Review CWP Plans and Residents 1st affidavits prior to contract award
- Attend pre-construction meetings to explain program requirements
- Obtain and review the subcontract agreements for the certified small businesses meeting goals
- Review Monthly Utilization Reports and Certified Payrolls
- Conduct on-site interviews of employees to ensure compliance with SBE, wage, and workforce requirements
- Process SBE deviation requests
- Investigate complaints and administer complaint process
- 50% and 75% SBE goal compliance review
- Final compliance review for small business and workforce requirements

**PUBLIC/PRIVATE FUNDED DESIGN & CONSTRUCTION ON COUNTY OWNED LAND
SMALL BUSINESS ENTERPRISE PROGRAMS, WAGE AND LOCAL HIRING
REQUIREMENTS**

FORMS

Small Business Enterprise – Architectural and Engineering (SBE-A&E)

- Letter of Agreement
- SBE-A&E Monthly Utilization Report with Instructions

Small Business Enterprise – Construction (SBE-Construction)

- Schedule of Intent Affidavit
- SBE-Construction Monthly Utilization Report with Instructions

Small Business Enterprise – Goods and Services (SBE-G&S)

- Schedule of Intent Affidavit
- SBE-Goods and Services Quarterly Utilization Report with Instructions

Responsible Wages and Benefits (Wages)

- Certified Payroll Form

Community Workforce Program (CWP)

- CWP Workforce Plan
- CWP Employee Information Form
- Job Clearinghouse Affidavit
- List of Acceptable Identifications

Residents First Training and Employment Program (Residents 1st)

- Responsible Contractor/Subcontractor Affidavit – Form RTFE 1
- Construction Workforce Plan – Form RFTE 2
- OSHA 10 Hour Safety Training Affidavit – Form RFTE 3
- Workforce Performance Report – Form RFTE 4

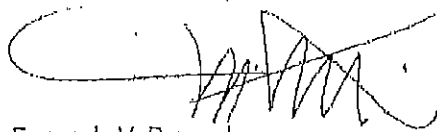
Other

- Subcontractor/Supplier List
- Subcontractor Payment Form

ATTACHMENT 1

Date: April 7, 2015

To: Gary Hartfield
Division Director
Small Business Development
Internal Services Department



From: Fernando V. Ponassi
Manager, Contracts Administration
Design and Construction Services Division
Internal Services Department

Subject: Notice of Design-Build Project
Design-Build Services for the new Miami-Dade Police Department Academy Building
ISD Project No. DB15-ISD-01 / ISD Contract No. W150000

The Internal Services Department (ISD) is requesting that the subject project be reviewed for Community Business Enterprise (CBE) and Community Small Business Enterprise (CSBE) measures. The project scope results on a base estimate cost of \$304,514 for the design portion, and a base estimate cost of \$2,810,266 for the construction portion. The total estimated cost of the project, including contingency allowances, is \$3,285,744.

- * Design-Build Services for the new Miami-Dade Police Department (MDPD) Academy Building located at 9601 NW 58th Street, in Miami, FL 33178, Project No. DB15-ISD-01, ISD Project No. W150000.

This project consists of the design and construction of a new, classroom/training facility, consisting of approximately 15,300 square feet of total constructed area. The facility shall be a fully air-conditioned reinforced masonry/concrete block structure. The maximum building occupancy is estimated at 300.

In addition, an illuminated asphalt parking lot shall be constructed in the adjacent open space to the west of the proposed facility and within the boundary of the existing perimeter road. The parking lot shall accommodate a minimum of 70 parking spaces and include accessible walkways to the new facility, appropriately landscaping and with adequate storm drainage facilities. The selected Design-Build shall also be responsible for providing a detailed cost estimate in 2004 CSI Master Format, and for incorporating Leadership in Energy and Environmental Design (LEED) approved green building practices. Pursuant to County Implementing Order No. 8-8 "Sustainable Building Program," all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System. The participation of experienced LEED® AP professionals is required in order to achieve optimum results in the application of said practices.

The following Technical Certifications for the design portion of this project are required:

A&E Technical Certification Categories

Description	Percentage	Amount
14.00 Architecture (Lead A&E)	40%	\$133,986
18.00 Architectural Construction Management (Lead A&E)	6%	\$20,088
11.00 General Structural Engineering	16%	\$53,594
12.00 General Mechanical Engineering	10%	\$33,497
13.00 General Electrical Engineering	10%	\$33,497
16.00 General Civil Engineering	8%	\$26,797
17.00 Engineering Construction Management	5%	\$16,748
20.00 Landscape Architecture	3%	\$10,049
22.00 ADA Title II Consultant	2%	\$6,699
Total Estimated Design Fees	100%	\$334,986

Minimum qualifications will be required, as follows:

- 1) Lead Consultant will be required to be certified in Technical Categories 14.00 and 18.00;
- 2) Consultant certified in Technical Category 11.00 will be required to have a threshold Inspector;
- 3) Consultant certified in Technical Category 16.00 will be required to have experience in Landfill Sites.

Applicable trades for the construction portion of the project will be required to perform the erection of a two-story reinforced masonry or concrete block structure, concrete floor slabs, roofing assembly, framing, interior partitions, drywall and finishing, painting, heating, ventilation and air conditioning systems, asphalt paving including curbs and drainage, landscaping, plumbing system, electrical/electronic systems, and fire alarm system. For further details, please see Departmental Input Construction Contract/Project Measure Analysis and Recommendation (attached). It is recommended that a 28.00 % GBE, a 21.00% CSBE, and a 3% SBE goals be established for this project.

In order to proceed with the advertisement and bidding of this project, we would like to request a determination from your office. Should you have further questions, please feel free to contact Francisco Suarez, AIA, Project Manager, at (305) 375-1112.

cc: Tara C. Smith, Assistant Director, ISD
 Asael Marrero, AIA, Acting Division Director, ISD
 Francisco Suarez, AIA, LEED@AP, Acting Manager, ISD
 Curt Williams, Sr. Consultant Selection Coordinator, ISD
 Laurie Johnson, Manager, SBD
 Kelly Duncombe, SBD
 Vivian Walters, SBD
 Project File

DEPARTMENT INPUT
CONSTRUCTION CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Check applicable Ordinance(s): ☒ 90-143 Responsible Wage and Benefits
☒ 03-287 (formerly 03-1) Community Workforce Program

PROJECT INFORMATION See attachment ☒

Contract/Project/Work Order No.: DB15-1SD-01 / W150000

Contract/Project Title: Design-Build Services for Miami-Dade Police Department (MDPD) Academy Building

Description/Scope of Work: This project consists of the design and construction of a new, classroom/training facility, consisting of approximately 16,300 square feet of total constructed area. The facility shall be a fully air-conditioned reinforced masonry/concrete block structure. The maximum building occupancy is estimated at 300.

In addition, an illuminated asphalt parking lot shall be constructed in the adjacent open space to the west of the proposed facility and within the boundary of the existing perimeter road. The parking lot shall accommodate a minimum of 70 parking spaces and include accessible walkways to the new facility, appropriately landscaping and with adequate storm drainage facilities. The selected Design-Builder shall also be responsible for providing a detailed cost estimate in 2004 CSI Master Format, and for incorporating Leadership in Energy and Environmental Design (LEED) approved green building practices. Pursuant to County Implementing Order No. 8-8 "Sustainable Building Program," all new construction projects shall be required to attain "Silver" or higher certification level under the LEED-NC Rating System. The participation of experienced LEED@AP professionals is required in order to achieve optimum results in the application of said practices.

Estimated Cost: \$3,285,744

Funding Source: Capital Index Code CPE314PDTRAI

Project Location: 9601 N.W. 58th Street, in Miami, FL 33178

PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CWF) See attachment ☐

Engineer/Department or Agency's estimated required workforce for Project ☒ Work Order ☐:

Trade/Skills Required	Est. # of workforce required per trade	Est. # of total days to complete job
01. General Requirements	4	120
02. Site Construction	8	150
03. Concrete	8	150
04. Masonry and Stone	8	200
05. Metal	6	120
06. Wood and Plastic	4	60
07. Thermal and Moisture Protection	6	120
08. Doors and Windows	4	120
09. Finishes	6	120
10. Specialties	4	60
11. Equipment	3	60
12. Furnishings	N/A	0
13. Conveying Systems (Elevator)	2	90
14. Mechanical	6	150
15. Electrical	6	150

Comments: N/A

PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CSBE) See attachment ☐

Sub-Trade	Estimated Cost	% of Item to Base Bid	Availability
01. General Requirements	\$266,570	9.00%	
02. Site Construction			
02.01 Earthwork	\$59,016	2.00%	
02.02 Paving & Drainage	\$324,586	11.00%	
02.03 Site Utilities	\$29,508	1.00%	
02.04 Landscaping/Irrigation	\$88,523	3.00%	
03. Concrete	\$208,555	7.00%	
04. Masonry and Stone	\$236,062	8.00%	
05. Metal	\$59,016	2.00%	
06. Wood and Plastic	\$29,508	1.00%	
07. Thermal and Moisture Protection	\$29,508	1.00%	
08. Doors and Windows	\$29,508	1.00%	
09. Finishes			
09.01 Metal Framing/Gypsum Board	\$59,016	2.00%	
09.02 Stucco/Cladding	\$29,508	1.00%	
09.03 Tile	\$118,031	4.00%	
09.04 Painting	\$29,508	1.00%	
09.05 Acoustical Treatments	\$29,508	1.00%	
10. Specialties			
10.01 Louvers/Signage/Toilet Accessories	\$59,016	2.00%	
11. Equipment			
11.01 Kitchen/Classroom Marker Boards	\$29,508	1.00%	
12. Furnishings	N/A	N/A	
13. Conveying Systems (Elevator)	\$88,523	3.00%	
14. Mechanical			
14.01 Plumbing	\$88,523	3.00%	
14.02 Fire Protection	\$118,031	4.00%	
14.03 Heating/Ventilating/Air-Conditioning	\$324,586	11.00%	
15. Electrical	\$442,617	15.00%	
ESTIMATED CONSTRUCTION COST (CSBE)	\$2,773,732	94.00%	

RECOMMENDATION

Set-Aside: Level 1 ☐ Level 2 ☐ Level 3 ☐ Trade Set-Aside ☐ Sub-Contractor Goal ☒ Workforce Goal ☒ No Measure ☐

PROJECT ANALYSIS FOR GOAL RECOMMENDATION (SBE) See attachment ☐

Sub-Trade	Estimated Cost	% of Item to Base Bid	Availability
01. Project Photography	\$6,901	0.20%	
02. Security/Fencing	\$6,901	0.20%	
03. Construction Cleaning Services	\$8,862	0.30%	
04. Shop Drawings	\$6,901	0.20%	
05. Scheduling/Estimating	\$29,508	1.00%	
06. Field Surveying	\$17,704	0.60%	
07. Temporary Utilities/Portable Toilets	\$14,754	0.50%	
08. LEED Consultant (General Contractor's Rep.)	\$29,508	1.00%	
12. Rental Equipment/Scaffolding	\$44,264	1.50%	
13. Trash/Storage Containers (20 ton.)	\$14,754	0.50%	
ESTIMATED CONSTRUCTION COST (SBE)	\$177,047	6.00%	
ESTIMATED CONSTRUCTION COST (TOTAL)	\$2,980,779	100.00%	

Set-Aside: Level 1 ☐ Level 2 ☐ Level 3 ☐ Trade Set-Aside ☐ Sub-Contractor Goal ☒ Workforce Goal ☒ No Measure ☐

ATTACHMENT 2



Small Business Development Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE NEW MIAMI-DADE POLICE
DEPARTMENT (MDD) ACADEMY BUILDING
Project/Contract No: DB15-SD-01 (DESIGN)
Department: INTERNAL SERVICES
Estimated Cost of Project/Bid: \$334,965.00

Received Date: 04/07/2015

Funding Source:
VARIOUS

Resubmittal Date(s):

Description of Project/Bid: To establish a design-build project for the design and construction of a new, classroom/training facility, consisting of approximately 15,300 square feet of total constructed area. The facility shall be a fully air-conditioned reinforced masonry/concrete block structure, with a maximum building occupancy estimated at 300.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE/AB	31.00%

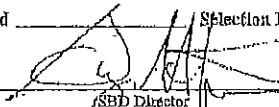
Reasons for Recommendation
This project meets all the criteria set forth in I.O. #3-32, Section V.
ISD recommended a 21% SBE-A&B goal; SBD's final recommendation was a 31% SBE-A&B goal.
SIC 871 - Architectural and Engineering Services
Technical Category: 1100-General Structural Engineering; 1200-General Mechanical Engineering; 1300-General Electrical Engineering; 1400-Architecture; 1500-General Civil Engineering; 1700-Engineering Construction Management; 1800-Architectural Construction Management; 1800-Architectural Construction Management; 2000-Landscape Architecture; 2200-Add Title II Consultant

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL MECHANICAL ENGINEERING	SBE/AB	\$23,496.50	10.00%	
LANDSCAPE ARCHITECTURE	SBE/AB	\$10,048.95	3.00%	
GENERAL CIVIL ENGINEERING	SBE/AB	\$26,797.20	8.00%	
GENERAL ELECTRICAL ENGINEERING	SBE/AB	\$33,496.50	10.00%	
Total		\$103,839.15	31.00%	

Living Wages: YBS ☐ NO ☒

Responsible Wages: YBS ☐ NO ☒

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal funds. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis-Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION			
Tier 1 Set Aside	Tier 2 Set Aside		
Set Aside	Level 1	Level 2	Level 3
Trade Set Aside (MCC)	Goal	Bid Preference	
No Measure	Deferred	Selection Factor	
CWP	 SBD Director		4/15/15 Date



Small Business Development Division

Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE NEW MIAMI-DADE POLICE DEPARTMENT (MDPD) ACADEMY BUILDING

Project/Contract No: DB15-187-01 (BUILD)

Department: INTERNAL SERVICES

Estimated Cost of Project/Bid: \$2,950,779.00

Description of Project/Bid: To establish a design-build project for the design and construction of a new, classroom/training facility, consisting of approximately 15,000 square feet of total constructed area. The facility shall be a fully air-conditioned reinforced masonry/concrete block structure, with a maximum building occupancy estimated at 300.

Received Date: 04/07/2015

Funding Source: VARIOUS

Resubmittal Date(s):

Contract Measure Recommendation		
Measure	Program	Goal Percent
Goal	SBE	2.80%
Goal	SBE/CONS	23.00%

Reasons for Recommendation
An analysis of the factors contained in Section VI.C of I.O. # 3-22 indicates that a 23% SBE-Construction goal is appropriate for this project in the trade categories of Plumbing, Heating and Air-Conditioning Contractors (HVAC @ 11%), Finishes @ 10%, and Site Preparation @ 2%.
An SBE-G&S Goal @ 3% (security/fencing, construction cleaning services, shop drawings, scheduling/estimating, field surveying, and temporary utilities).
CWP Not Applicable; Not in DTA.
Commodity Codes: 33000-Fencing; 91030-Inspection/Customal Services; 91832-Consulting Services (Not Otherwise Classified); 91842-Bughridding Consulting; 96480-Security Guards
Trade Category: 238130-Framing Contractors; 238140-Masonry Contractors; 238160-Roofing Contractors; 238210-Electrical Contractors And Other Wiring Installation Contractors; 238220-Plumbing, Heating, And Air-Conditioning Contractors; 238320-Painting And Wall Covering Contractors; 238330-Painting And Wall Covering Contractors; 238330-Flooring Contractors; 238340-Tile And Terrazzo Contractors; 238350-Finish Carpentry Contractors; 238910-Site Preparation Contractors

Small Business Contract Measure Recommendation				
Subtrade	Cnt	Estimated Value	% of Items to Base Bid	Availability
Plumbing, Heating, and Air-Conditioning Contractors	SBE/CONS	\$324,585.69	11.00%	
	SBE	\$84,621.81	2.80%	
Site Preparation Contractors	SBE/CONS	\$59,015.68	2.00%	
Finish Carpentry Contractors	SBE/CONS	\$295,077.90	10.00%	
Total		\$761,300.98	25.80%	

Living Wages: YES ☐ NO ☒ Highway: YES ☐ NO ☒ Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☒ NO ☐ Building: YES ☒ NO ☐

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal funds. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis-Bacon and Responsible Wages and Benefits shall apply.



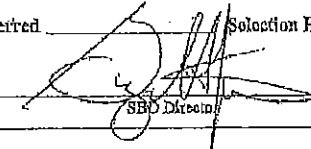
Small Business Development Division
Project Worksheet

Project/Contract Title: DESIGN-BUILD SERVICES FOR THE NEW MIAMI-DADE POLICE
DEPARTMENT (MDPD) ACADEMY BUILDING
Project/Contract No: DB15-03D-01 (BUILD)
Department: INTERNAL SERVICES
Estimated Cost of Project/Bid: \$2,950,779.00

Received Date: 04/07/2015

Funding Source:
VARIOUS

Resubmittal Date(s):

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____		Tier 2 Set Aside _____	
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____		Goal _____	Bid Preference _____
No Measure _____	Deferred _____		Selection Factor _____
CWP _____	 SBO Director		4/15/15 Date

ATTACHMENT 3

Letter of Agreement (LOA) Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program



THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: _____
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number _____, the undersigned hereby agrees to utilize the Small Business Enterprise - Architectural & Engineering (SBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the SBE-Goods and Services Ordinance No. 01-103 as amended.

*Name of Proposed SBE-A/E Firm _____

Name of Certified SBE-A/E *Prime/Sub (SBE-A/E meeting the goal)	SBE-A/E Certification Number	SBE-A/E Certification Expiration Date	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Proposer's / Design Builder Signature _____ Proposer's / Design-Builder's Name/Title (Print) _____ (Date) _____

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/E Firm Signature _____ Lead A/E Firm Name/Title (Print) _____ (Date) _____

THIS SECTION MUST BE COMPLETED BY THE SBE-A/E SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED SBE - ARCHITECTURAL & ENGINEERING FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications,

SBE-A/E Subconsultant Signature _____ Date _____

SBE-A/E Subconsultant Name (Print) _____ Title _____

Name of SBE-A/E Firm

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/smallbusiness/>

Small Business Development Division - Internal Services Department

SBD 105 (Revised 10/14)



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor _____ Contact Person _____
Address _____ Phone _____ Fax _____ Email _____
Project Name _____ Project Number _____
SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Subcontractor Total Percentage:						

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const Subcontractor Print Title _____ Date _____

☐ Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
☐ Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
☐ Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-list.asp>

SBD's Website: <http://www.miamidade.gov/smallbusiness/>

Small Business Development Division -- Internal Services Department

SBD 400 (Formerly DEB 400) (Revised 10/14)



SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTERPRISE - GOODS AND SERVICES (SBE-G/S) PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE-GOODS AND SERVICES (SBE-G/S) MEASURES

Name of Bidder/Proposer _____ Contact Person _____
Address _____ Phone _____ Fax _____ Email _____
Project Name _____ Project Number _____

SBE - G/S Contract Measure _____

This section must be completed by the Bidder/Proposer and the SBE-G/S Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	(If applicable) SBE-G/S Certification No.	(If applicable) Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Bidder	Bidder % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-G/S Subcontractor	SBE-G/S Certification No.	Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Subcontractor	SBE-G/S Subcontractor % of Bid
Subcontractor Total Percentage:					

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE-G/S subcontractor if awarded the listed project.

Bidder/Proposer Signature _____ Bidder/Proposer Print Name _____ Bidder/Proposer Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-G/S Subcontractor Signature _____ SBE-G/S Subcontractor Print Name _____ SBE-G/S Subcontractor Print Title _____ Date _____

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

List of Certified Firms: <http://www.miamidade.gov/business/contracts-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internal-services/small-business.asp>

Small Business Development Division - Internal Services Department

SBD 504 (Revised 10/14)

**PUBLIC/PRIVATE FUNDED DESIGN & CONSTRUCTION ON COUNTY OWNED LAND
SMALL BUSINESS ENTERPRISE PROGRAMS, WAGE AND LOCAL HIRING
REQUIREMENTS**

FORMS

Small Business Enterprise – Architectural and Engineering (SBE-A&E)

- Letter of Agreement
- SBE-A&E Monthly Utilization Report with Instructions

Small Business Enterprise – Construction (SBE-Construction)

- Schedule of Intent Affidavit
- SBE-Construction Monthly Utilization Report with Instructions

Small Business Enterprise – Goods and Services (SBE-G&S)

- Schedule of Intent Affidavit
- SBE-Goods and Services Quarterly Utilization Report with Instructions

Responsible Wages and Benefits (Wages)

- Certified Payroll Form

Community Workforce Program (CWP)

- CWP Workforce Plan
- CWP Employee Information Form
- Job Clearinghouse Affidavit
- List of Acceptable Identifications

Residents First Training and Employment Program (Residents 1st)

- Responsible Contractor/Subcontractor Affidavit – Form RTFE 1
- Construction Workforce Plan – Form RFTE 2
- OSHA 10 Hour Safety Training Affidavit – Form RFTE 3
- Workforce Performance Report – Form RFTE 4

Other

- Subcontractor/Supplier List
- Subcontractor Payment Form
- Sample Project Submittal

ATTACHMENT 3

Letter of Agreement (LOA) Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program



THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER

From: _____
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number _____, the undersigned hereby agrees to utilize the Small Business Enterprise - Architectural & Engineering (SBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the SBE-Goods and Services Ordinance No. 01-103 as amended.

*Name of Proposed SBE-A/B Firm _____

Name of Certified SBE-A/E *Prime/Sub (SBE-A/E meeting the goal)	SBE-A/E Certification Number	SBE-A/E Certification Expiration Date	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Proposer's / Design Builder Signature _____ Proposer's / Design-Builder's Name/Title (Print) _____ (Date) _____

COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS

I certify that the representations contained in this form are to the best of my knowledge true and accurate

Lead A/B Firm Signature _____ Lead A/B Firm Name/Title (Print) _____ (Date) _____

THIS SECTION MUST BE COMPLETED BY THE SBE-A/E SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED SBE - ARCHITECTURAL & ENGINEERING FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

SBE-A/E Subconsultant Signature

Date

SBE-A/E Subconsultant Name (Print)

Title

Name of SBE-A/E Firm

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/smallbusiness/>

Small Business Development Division - Internal Services Department

SBD 105 (Revised 10/14)

☐ **FINAL REPORT (PARTS 1A, 2 & 3)**☐ MONTHLY REPORT (PARTS 1A & 1B)

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department.

This report is required by Miami Dade County. Failure to comply may result in WDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any

[illegible]

45

**SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING
MONTHLY UTILIZATION REPORT - FINAL ONLY**

PART 2

This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

[illegible]

PART 3

This part is to be executed by the Prime Consultant and forwarded to the User Department.

Sworn before me: _____ This _____ day of _____, 20____

SIGNATURE OF AFFIANT (PRIME CONSULTANT)

TITLE

PRINTED NAME OF ASSAULT _____

DATE _____

NOTARY PUBLIC _____

COUNTY USE

This part is to be completed by the User Department at the time of Final Requisition to SBD.

	THIRTEEN SIGNATURE OF PRO MGR CONTACT PERSON
--	--

PRINT NAME

3

**Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program
Instructions for the Monthly Utilization Report (MUR)**

Measure: Mark If applicable

Monthly Report (PARTS 1A & 1B): Mark If applicable

Final Report (PARTS 1A, 2 & 3): Mark If applicable (Final MUR should be submitted upon the completion and final payment of project)

PART 1A

Reporting Period: The period for which the MUR payment information is being submitted. The MUR is due on the 10th of every month; as a result, the reporting period will be for the prior month.

Contract Name: The assigned project name as it is identified in the contract documents

Contract NO.: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Start Date: Date of work commencement

User Department: e.g. GSA, Parks, etc.

SBE A&E Measure: List the Small Business Enterprise Architectural & Engineering Program goal percentage.

SBE G&S Measure: List the Small Business Enterprise Goods and Services Program goal percentage.

DEPT. PROJ. MGR/CONTACT PERSON: Contracting Department project manager or contact person name.

Phone: Contracting Department Project Manager or contact person telephone number

Facsimile: Contracting Department Project Manager or contact person fax number

Prime Consultant: Name of Prime Consultant (Awardee), address and telephone, fax, email and project manager name

Contract Award: Date of Contract Award and Agreement Amount

Change Order Modification Amount: The total amount of all approved change orders thru the listed reporting period.

Additional Services Amount: Any dollar amount added for additional services

Scheduled Completion Date: The anticipated date the contract will be completed

**Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program
Instructions for the Monthly Utilization Report (MUR)**

Percentage of Contract Completed: The proportion of work that has been completed for this project stated as a percentage

Amount Requisitioned this Period: The dollar amount billed/requisitioned to MDC for work performed during the listed reporting period

Date Requisitioned: The date the requisitioned amount was submitted to MDC

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full, check "YES"; if requisition amount was not paid in full check, "NO" and explain reasons for payment difference in space provided

Total Amount Requisitioned to Date: The total dollar amount requisitioned from project inception through the reporting period

Last Payment by Miami Dade County (MDC): The last dollar amount paid to Prime by MDC for reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check "YES" if payment by MDC was made within 14 days of prime's requisition; Check "NO" if payment by MDC was not made within 14 days for any undisputed portion of the prime consultant requisition?

Total Amount Paid by MDC: The total amount paid to date by MDC as of the reporting period

PART 1B

Name of Sub-consultant: The legal name of all subconsultant(s) participating on the project

Goal % (If Applicable): The goal percentage that is being fulfilled by any SBE-A&E sub consultant. If the percentage is different from the percentage listed on the Letter of Agreement (LOA) submitted at time of bid or any SBD approved deviation from the LOA, a new LOA must be submitted to SBD for review and approval.

SBE-A&E Make-up: Check if listed firm is meeting a SBE-A&E make up.

Description of Work: A brief description of the scope of work to be performed by the subconsultant(s). If the scope of work is different from the scope of work listed on the LOA submitted at time of bid or any SBD approved deviation from the LOA, a new LOA must be submitted to SBD for review and approval.

Signed Agreement: Check if Prime has an executed agreement with listed SBE-A&E sub consultant.

**Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program
Instructions for the Monthly Utilization Report (MUR)**

Agreement Amount: The dollar value of the executed agreement between the prime consultant and the subconsultant. For CBE subconsultants meeting a goal, the agreement must agree with the LOA submitted at time of bid or any SBD approved deviation. If not, a new LOA must be submitted to SBD for review and approval.

Amount SUB Requisitioned this Period: The actual dollar amount requisitioned by the subconsultant during the listed reporting period.

Date of Requisition (from Sub): The date of the requisition submitted by subconsultant for payment during the reporting period.

Amount Requisitioned to Date: The total dollar amount requisitioned/billed by the subconsultant from project inception thru the listed reporting period.

Last Payment Amount: The last dollar amount paid to the subconsultant(s) for the reporting period.

Last Payment Date: The date of last payment of subconsultant(s) during the reporting period.

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subconsultant(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subconsultant(s) was not made within 2 days of MDC payment to prime.

AMT Paid to Date: The total amount paid to the listed subconsultants(s) from project inception thru the listed reporting period

Totals: The total of each column where applicable

Authorized Signature of Prime Consultant: Signature of the person completed the form

Print Name: Print name

Title: Title

Date: Date form completed

PART 2

Name of Sub Consultant: The legal name of all subconsultant(s) participating on the project.

Authorized Signature of Sub consultant: The legal name of all subconsultant(s) participating on the project.

Total Agreement Amount: The dollar value of the executed agreement between the prime consultant and subconsultant including amendments.

**Small Business Enterprise - Architectural & Engineering (SBE-A/E) Program
Instructions for the Monthly Utilization Report (MUR)**

Final SUB Requisition Amount: Actual dollar amount of final requisitioned to the prime consultant

Total Paid to Date to Sub consultant: The total amount paid by the Prime Consultant to the subconsultant.

Total Sub Requisitioned to Date: Total amount requisitioned by the subconsultant to date.

Prompt Payment Issues: "Y" if your firm has a prompt payment issue and "N" if the SBE-A&E sub consultant does not have prompt payment issue

Date of Work Completion: Date the SBE-A&E subconsultant completed the work

Goal % (If Applicable): The goal percentage that is being fulfilled by the SBE-A&E subconsultant. If the percentage is different from the percentage listed on LOA or any SBD approved deviation, a new LOA must be submitted to SBD for review and approval.

PART 3

Executed by: The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime consultant

Sworn before me: Notary Information

COUNTY USE

Authorized Signature of PROJ.MGR/Contract Person: Signature of the contracting department project manager or contact person.

Print Name: Print the name of the contracting department project manager or contact person.

DATE: Title



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor _____ Contact Person _____
Address _____ Phone _____ Fax _____ Email _____
Project Name _____ Project Number _____

SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Subcontractor Total Percentage:						

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const Subcontractor Print Title _____ Date _____

☐ Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
☐ Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
☐ Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/records/certification-list.asp>

SBD's Website: <http://www.miamidade.gov/smallbusiness/>

Small Business Development Division - Internal Services Department

SBD 406 (Formerly DED 406) (Revised 10/14)



SMALL BUSINESS ENTERPRISE - CONSTRUCTION PROGRAM COMBINED MONTHLY UTILIZATION REPORT

REPORTING PERIOD	
FROM:	
TO:	

PROJECT NAME:		PROJECTED START DATE:		Project Measuring	SIB- CONSTRUCTION	SIB- GOOD & SERVICES
PROJECT NUMBER:				coil		
PROJECT LOCATION:				TRASH STATION SETBACK		
DEPT. PROJECT MANAGER:		TELEPHONE:				

PRIME CONTRACTOR

NAME:	PHONE:		ADDRESS:		CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD	% COMPLETE TO DATE	COMPLETION DATE
DATE OF REQUESTION	AMOUNT REQUESTIONED THIS PERIOD	AMOUNT REQUESTIONED TO DATE	DATE OF LAST PAYMENT BY MIAMI-DADE COUNTY	LAST PAYMENT AMOUNT BY MIAMI-DADE COUNTY	Was last MDC Payment within 14 days of Prime's Requestion?	TOTAL AMOUNT PAID BY MIAMI-DADE COUNTY	Did last MDC Payment Equal Requestion Amount?	If No, please explain		
					YES OR NO		YES OR NO			

SMALL BUSINESS ENTERPRISE OPPORTUNITIES

[illegible]

Executed by:-

Swam before me:
This

Day of _____ 20____

Signature of Affiant

Print Name and Title of Affiant

Date _____

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M-300 A

Small Business Enterprise – Construction Services Program Instructions for the Monthly Utilization Report (MUR)

FINAL: Indicate if MUR is the final submission (**Final MUR should be submitted upon the completion and final payment of project**)

Reporting Period: The period for which the MUR payment information is being submitted. The MUR is due on the 10th of every month; as a result the reporting period will be the prior month.

Project Name: The assigned project name as it is identified in the contract documents.

Project Number: The assigned project number as it is identified in the contract documents.

Project Location: The address or descriptive location of project work site.

Projected Start Date: The notice to proceed date or date of work commencement.

Project Manager and Phone: The project manager name and telephone number.

Project Measure(s): The measure percentage applicable to the project for the Small Business Enterprise Construction and/or the Goods and Services Program. (enter value in appropriate row for measure type)

Prime Contractor: The name of awardee, address and telephone phone number.

Contract Award Date: The date of contract award.

Contract Award Amount: The dollar amount awarded in the contract documents.

Change Order Amount: The total amount of all approved change orders thru the listed reporting period.

Contract Period: The total number of days of the contract as listed in contract documents and/or approved change order(s).

% Complete To Date: The proportion of work that has been completed for this project stated as a percentage.

Formula: $[\text{Total Amount Requisitioned to Date} / (\text{Contract Award Amount} + \text{Change Order Amount} = \text{New Contract Amount})]$

Completion Date: The anticipated date the project will be completed.

Date Requisitioned: The date the requisitioned amount was submitted to Miami-Dade County (MDC).

Amount Requisitioned this Period: The dollar amount billed/requisitioned to MDC for work performed during the listed reporting period.

Amount Requisitioned to Date: The total dollar amount requisitioned from project inception through the reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period.

Last Payment Amount by Miami Dade County (MDC): The last dollar amount paid to the prime by MDC for reporting period.

Small Business Enterprise – Construction Services Program Instructions for the Monthly Utilization Report (MUR)

Was last MDC payment within 14 days of Prime's Requisition: Circle "YES" if the payment by MDC was made within 14 days of the prime's requisition; Circle "NO" if the payment by MDC was not made within 14 days of the prime's **undisputed** requisition.

Total Amount Paid by MDC: The total amount paid to date by MDC as of the reporting period.

Did last MDC Payment Equal Requisition Amount: If the requisition was paid in full circle "YES"; if the requisition amount was not paid in full circle "NO" and explain reasons for the payment difference in space provided.

Name of Firm(s) Meeting the Goal: The legal name of all subcontractor(s) listed on the Prime's Schedule of Intent Affidavit (SOI) to meet the goal. If the prime is meeting portion of the goal the prime should be listed as well.

Goal %: The goal percentage that is being fulfilled by the firm. If the percentage is different from the percentage listed on the SOI, a new SOI must be submitted to SBD for review and approval.

Tier (1, 2, 3, 4): The level of subcontractor participation (Tier 1 = subcontractor has a contract with the Prime; Tier 2 = subcontractor has a contract with the 1st Tier Subcontractor; Tier 3 = Subcontractor has a contract with the Tier 2 subcontractor; Tier 4 = subcontractor has a contract with the Tier 3 subcontractor).

Make-up: Enter a check mark, if listed firm is meeting a make-up.

Contract Period: The actual or anticipated beginning and ending date for all work performed by the listed subcontractor(s).

Description of Work: A brief description of the scope of work/services to be performed by firm. If the scope of work or percentage is different from that listed on the SBD approved SOI, a new SOI must be submitted to SBD for review and approval.

Signed Contract Agreement: Enter a check mark, if prime has an executed agreement with firm.

Contract Amount: The dollar value of the executed agreement between the prime contractor and firm listed. If the agreement amount is different from the value of the SBD approved SOI, a new SOI must be submitted to SBD for review and approval.

Amount Requisitioned this Period: Actual dollar amount requisitioned by the firm during the listed reporting period.

Date of Requisition (from Sub): The date of the requisition submitted by the firm for payment during the reporting period.

Amount Requisitioned to Date: The total dollar amount requisitioned/billed by the firm from project inception through the listed reporting period.

Last Payment Amount: The last dollar amount paid to the firm for the reporting period.

Last Payment Date: The date of last payment to the firm for the reporting period.

**Small Business Enterprise – Construction Services Program
Instructions for the Monthly Utilization Report (MUR)**

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if the payment to subcontractor was made within 2 days of MDC payment to prime; "N" for No if the payment to subcontractor was not made within 2 days of MDC payment to prime.

Paid to Date: The total amount paid to the subcontractor from project inception through the listed reporting period.

Totals: The total of each column where applicable.

Executed by: The signature, printed name and title of the CEO, President, or an officer of the company, legally authorized to represent the prime.

Date: Current Date

Phone: Phone number that signing officer may be reached

Sworn before me: Notary Information



SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTERPRISE – GOODS AND SERVICES (SBE-G/S) PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE-GOODS AND SERVICES (SBE-G/S) MEASURES

Name of Bidder/Proposer _____ Contact Person _____
Address _____ Phone _____ Fax _____ Email _____
Project Name _____ Project Number _____
SBE – G/S Contract Measure _____

This section must be completed by the Bidder/Proposer and the SBE-G/S Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	(if applicable) SBE-G/S Certification No.	(if applicable) Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Bidder	Bidder % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-G/S Subcontractor	SBE-G/S Certification No.	Certification Expiration Date	Commodity Code	Type of Goods and Services work to be performed by Subcontractor	SBE-G/S Subcontractor % of Bid
Subcontractor Total Percentage:					

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE-G/S subcontractor if awarded the listed project.

Bidder/Proposer Signature _____ Bidder/Proposer Print Name _____ Bidder/Proposer Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-G/S Subcontractor Signature _____ SBE-G/S Subcontractor Print Name _____ SBE-G/S Subcontractor Print Title _____ Date _____

☐ Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

List of Certified Firms: <http://www.miamidade.gov/business/exports-certification-list.asp>

SBD's Website: <http://www.miamidade.gov/internal-services/small-business.asp>

Small Business Development Division – Internal Services Department

SBD 504 (Revised 10/14)



SMALL BUSINESS ENTERPRISE - GOODS & SERVICES PROGRAM QUARTERLY UTILIZATION REPORT

REPORTING PERIOD	PROJECT NAME:		PROJECTED		SBE 665 PROJECT MEASURES
FROM:	PROJECT NUMBER:		START DATE:		
TO:	PROJECT LOCATION:				
					%
					SPRINTS
					GOALS

[illegible]

Sworn before me:
This

Day of _____ 20____

Phone	Data

Revised: October 14, 2014

Small Business Enterprise – Goods & Services Program Instructions for the Quarterly Utilization Report (QUR)

FINAL: Indicate if QUR is the final submission (Final QUR should be submitted upon the completion and final payment of project)

Reporting Period: The period for which the QUR payment information is being submitted. The QUR is due on the 10th of the month that follows the end of the quarter.

Quarter	Reporting Period	MUR Due
1 st	January – March	April 10 th
2 nd	April – June	July 10 th
3 rd	July – September	October 10 th
4 th	October – December	January 10 th

Project Name: The assigned project name as it is identified in the contract documents.

Project Number: The assigned project number as it is identified in the contract documents.

Project Location: The address or descriptive location of project work site.

Projected Start Date: The notice to proceed date or date of work commencement.

Project Measure: The measure percentage applicable to the project (enter value in appropriate row for measure type).

Prime Contractor: The name of awardee, address and telephone number.

Contract Award Date: The date of contract award.

Contract Award Amount: The dollar amount awarded in the contract documents.

Change Order Amount: The total amount of all approved change orders through the listed reporting period.

Contract Period: Total number of days of the contract as listed in contract documents and/or approved change orders.

% Complete To Date: The proportion of work completed on this project stated as a percentage (add formula).

Formula: $(\text{Total Amount Requisitioned to Date} / (\text{Contract Award Amount} + \text{Change Order Amount}) = \text{New Contract Amount})$

Completion Date: The anticipated date project will be completed.

Date of Requisition: The date the requisitioned amount was submitted to Miami-Dade County (MDC).

Amount Requisitioned this Period: The dollar amount billed to MDC for work performed during the listed reporting period.

Amount Requisitioned to Date: The total dollar amount requisitioned from project inception through the reporting period.

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period.

**Small Business Enterprise – Goods & Services Program
Instructions for the Quarterly Utilization Report (QUR)**

Last Payment by Miami Dade County (MDC): The last dollar amount paid to the prime/awardee by MDC for the reporting period.

Was last MDC payment within 14 days of Prime's requisition: Circle "YES" if payment by MDC was made within 14 days of prime's requisition; Circle "NO" if payment by MDC was not made within 14 days of the prime's **undisputed** requisition.

Total Amount Paid by MDC: The total amount paid to date by MDC as of the reporting period.

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full circle "YES"; if requisition amount was not paid in full circle "NO" and explain reasons for payment difference in space provided.

Name of firm(s) Meeting the goal: The legal name of all firms listed on the Prime's Schedule of Intent Affidavits (SOI).

Goal %: The goal percentage that is being fulfilled by the firm (if different from the percentage listed on the SBD approved SOI, a new SOI must be submitted to SBD for review and approval.

Make-up: Check if listed firm is meeting a SBE make-up.

Contract Period: The actual or anticipated beginning and ending date for all work performed by the listed firm.

Description of Work: List the scope of work to be performed by firm. If the scope of work or percentage is different from that listed on the SBD approved SOI, a new SOI must be submitted to SBD for review and approval.

Signed Contract Agreement: Enter a check mark, if prime has an executed agreement with firm listed.

Contract Amount: The dollar value of the executed agreement between the prime contractor and SBE-G&S subcontractor. If the agreement amount is different from the value of the SBD approved SOI, a new SOI must be submitted to SBD for review and approval.

Amount Requisitioned this Period: The amount requisitioned by the firm during the listed reporting period.

Date of Requisition (from Sub): The date of the requisition submitted by firm for payment during this submittal period.

Amount Requisitioned to Date: The total dollar amount requisitioned/billed by the firm from project inception through the listed reporting period.

Last Payment: The last dollar amount paid to the firm during the reporting period.

Last Payment Date: The date of last payment to the firm for the reporting period.

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subcontractor(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subcontractor(s) was not made within 2 days of MDC payment to prime.

**Small Business Enterprise – Goods & Services Program
Instructions for the Quarterly Utilization Report (QUR)**

Paid to Date: The total amount paid to the listed SBE-G&S subcontractor(s) from project inception thru the listed reporting period.

Totals: The total of each column where applicable.

Executed by: The signature, printed name and title of the CEO, President, or an officer of the company, legally authorized to represent the prime.

Date: Current Date

Phone: Phone number that signing officer may be reached

Sworn before me: Notary Information

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work)

; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 987, 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

COMMUNITY WORKFORCE PROGRAM WORKFORCE PLAN

CONTRACT/WORKORDER NO.	
PRIME	
WORKFORCE GOAL	

(A)	(B)	(C)	(D)	(E) *	(F)**
COMPANY NAME	TRADE	TOTAL # OF POSITIONS ASSIGNED TO THE PROJECT	# OF POSITIONS IN "C" FILLED BY STAFF CURRENTLY ON THE FIRM'S PAYROLL	*# OF EMPLOYEES LISTED IN D WHO RESIDE IN A.DTA.	# OF POSITIONS TO BE FILLED TO MEET THE CWP GOAL
		"			
TOTAL:					

Executed by:

(Signature and Title of Affiant)

(Printed Name of Affiant)

* For the each existing employee(s) listed in Column "E" the following information MUST be submitted with your Workforce Plan.

1. Government issued picture ID (Driver License, US Passport, etc.)
2. Utility Bill, Voter Registration Card, Native American Tribal Document, Bank Statement, State or Federal Correspondence, Tax Returns

⁴⁴The position(s) listed in Column "F" must be posted at the following website: <https://apps.careersourcesfl.com/jchcwp/>. The database resides with Career Sources Florida who matches the requirements of submittees with available workforce in their database and provides a list to contractors for possible interviews and hiring.

**COMMUNITY WORKFORCE PROGRAM
EMPLOYEE INFORMATION FORM**

CONTRACT/WORKORDER NO.	
PRIME	
WORKFORCE GOAL	

[illegible]

Only persons who have resided in the Designated Target Area (DTA within the past year (12 months) qualify to meet the Community Workforce Program (CWP) goal

Acceptable Documents:-

- (1) Government issued picture ID (Driver License, US Passport, etc.)
(2) Utility Bill, Voter Registration Card, Native American Tribal Document, Bank Statement, State or Federal Correspondence, Tax Returns



Delivering Excellence Every Day

JOB CLEARINGHOUSE AFFIDAVIT
Notice of Construction Job Opportunities

Project /Contract Number: _____

Pursuant to Miami-Dade County Resolution No. R-1395-05, there are ____ open positions(s) to submit to the Job Clearinghouse for this project at this time. All open positions will be submitted to Career Source South Florida at <https://iapps.careersourcesfl.com/ichcw/>.

(Signature of Affiant)

(Date)

(Printed Name of Affiant, Title, and Firm Name)

(Witness)

Sworn to and subscribed before me this
_____ day of _____ 20____

By: _____

Signature of Notary Public

Notary's Name, Printed, Stamped or Typed

☐

Personally Known

☐

Produced ID

Type of ID produced _____

CWP – JCA - Revised 9/2014

LISTS OF ACCEPTABLE DOCUMENTS FOR CWP REQUIREMENTS

Two forms of identification

ONE (1) FROM LIST A AND ONE (1) FROM LIST B

<u>*LIST A</u>	<u>*LIST B</u>
<ol style="list-style-type: none">1. Driver's license issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address2. ID Card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address3. U.S. Passport (unexpired or expired)4. Unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer5. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)6. An unexpired foreign passport with a temporary I-551 stamp7. Unexpired Employment Authorization Document containing a photograph (Form I-766, I-688, I-688A, I-688B)8. A US Citizen ID card (Form I-197)9. ID Card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address.10. School ID card with a photograph11. U.S. Military card or draft record12. U.S. Coast Guard Merchant Mariner Card13. Driver's license issued by a Canadian government authority	<ol style="list-style-type: none">1. Any Utility Bill2. Voter's Registration Card3. Native American Tribal Document4. Bank Statement5. Unemployment and Any other Benefit6. Federal Correspondence7. Tax Returns

ONLY PERSONS WHO HAVE RESIDED IN A MIAMI-DADE COUNTY DESIGNATED TARGET AREA (DTA) WITHIN THE PAST YEAR (12 MONTHS) QUALIFY TO MEET THE COMMUNITY WORKFORCE PROGRAM (CWP GOAL).

***ADDITIONAL DOCUMENTATION MUST BE PROVIDED IF ANY ONE OF THE ABOVE FORMS OF IDENTIFICATION DOES NOT VALIDATE THE ONE-YEAR RESIDENCY REQUIREMENT.**

Residents First Training and Employment Program
Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
(Miami-Dade County Code Section 2-11.17)

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of \$1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of \$1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

If applicable, the undersigned ☐ Contractor / ☐ Subcontractor verifies that should they be awarded the contract, the undersigned understands their obligation to comply with the following:

- i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.
- ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

Address of Firm State Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public Serial Number

Print or Stamp of Notary Public Expiration Date Notary Public Seal

Residents First Training and Employment Program - Construction Workforce Plan (Miami-Dade County Code Section 2-11.17) - Form RFTE 2

Contract No. _____ Prime-Contractor: _____

In accordance with Section 2-11.17 of the Miami-Dade County-Code, this form must be submitted by the Prime Contractor within 10 business days of award notification and prior to issuance of a Notice to Proceed. The Prime Contractor should enter the word "NONE" where appropriate below and sign the form below. Please duplicate this form if additional space is needed.

- i. Specify the total number of persons that will be used by the contractor (as well as by all subcontractors) to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, and the number of persons to be utilized in each category.

Contractor/Subcontractor Name	Trade/Category	# of Persons to be Utilized	Minimum Qualifications

- ii. Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed subcontractor's) payroll who reside in Miami-Dade County.

Employee Name	Address	Trade/Category Performing

- iii. Indicate the number of positions to be hired by the contractor (or by any proposed subcontractors) to perform the construction trades and labor work under the contract for each trade category and the minimum qualifications for each position. If the current workforce will not achieve the project goal of 51% construction labor hours performed by Miami-Dade County residents, include a statement on how Miami-Dade County residents will be recruited to fill the needed positions and meet the goal.

Contractor/Subcontractor Name	Trade/Category	# of Persons to be Hired	Minimum Qualifications

- iv. Attach a list of subcontractors that will be used on the project and executed Responsible Subcontractor Affidavits (Form RFTE 1) for each.
v. Attach a list of all employees currently employed by the contractor and each subcontractor at the time of award that includes the last four digits of their social security.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

Signature of Affiant _____ Print Name _____ Print Title _____ Date _____

**Residents First Training and Employment Program
Occupational Safety & Health Administration (OSHA)
10 Hour Safety Training Affidavit - Form RFTE 3**

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a County Construction Contract, shall satisfy the requirements of the Miami-Dade County Residents First Training and Employment Program which requires: for (1) all persons employed by the contractor to perform construction shall have completed the Occupational Safety & Health Administration (OSHA) 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor

The undersigned verifies that every employee reported on the payroll has completed the OSHA 10 Hour or OSHA 30 Hour Safety Training Course prior to working on the project.

Project Number, Title

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

Residents First Training and Employment Program - Workforce Performance Report
(Miami-Dade County Code Section 2-11.17) - Form RFTE 4

Contract No. _____ Prime Contractor: _____

In accordance with Section 2-11.17 of the Miami-Dade County Code, this report must be submitted by the Prime Contractor within thirty (30) days of completion of a County Capital Construction Contract to Small Business Development through the Contracting Officer. The Contracting Officer shall not authorize issuance of final payment for completion of a County Capital Construction Contract until the County receives a completed Workforce Performance Report.

Please provide the following information on the workforce employed in the execution of the contract:

_____ Total number of Construction Labor work hours performed on the project
 _____ Total number Construction Labor work hours performed by Miami-Dade County residents
 _____ Percentage of Construction Labor work hours performed by Miami-Dade County residents

Attach supporting documentation verifying construction labor work hours performed by Miami-Dade County residents.

\$_____ Total amount of funds expended during the course of the project on other related skill and safety training programs

Were any positions on this project filled with new hires? _____ Yes _____ No

If you answered "yes" to the above question, please identify the new hires by name, address and trade category and indicate whether they were Miami-Dade County residents. (Please attach additional sheets if necessary.)

Employee Name	Address	Trade/Category Performed	Miami-Dade County Resident (✓)

Were all new hires Miami-Dade County residents? _____ No _____ Yes _____ Not applicable

If you answered "no" to the above question, please attach supporting documentation that verifies reasonable efforts to promote employment opportunities for local residents, which shall include applicable advertisements in local newspapers, posting of job opportunities with CareerSource South Florida's Job Clearinghouse, referrals received from CareerSource South Florida, job applications received, candidates interviewed, and number of new hires.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

 Signature of Affiant Print Name, Title Date

Firm Name of Prime Contractor/Respondent
Project/Contract Number

Project/Contract Number

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

[illegible]

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

SUB 100 Rev. 6/12

MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT (Sub 200 Form)
(Ordinance 11-90)

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County, as a condition of final payment under a contract, shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form shall be submitted at the end of the contract with the final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature

Print Name and Title

Date

For Departmental Use Only

Department Signature

Print Name and Title

Date



Contractor in Compliance